

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MT. HAWLEY INSURANCE COMPANY,

Plaintiff,

Civ. Action No.: 1:22-cv-06195-RA

v.

ZITA'S ENTERPRISE, INC.,

**~~PROPOSED~~**  
**DEFAULT JUDGMENT**

Defendant.

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The Court having conducted a hearing on June 2, 2023 on the motion for default judgment by plaintiff Mt. Hawley Insurance Company ("Mt. Hawley") against defendant Zita's Enterprise ("Zita's") based on Zita's failure to answer, move, or otherwise appear in this action, and upon consideration of the documents submitted in connection with the motion, including the September 26, 2022 Affirmation of Timothy E. Delahunt in Support of Mt. Hawley Insurance Company's Motion for Default Judgment, and the exhibits thereto, and Mt. Hawley's Proposed Default Judgment, and having determined that Mt. Hawley has established its entitlement to default judgment, the motion is GRANTED, and it is hereby ORDERED, ADJUDGED, AND DECLARED that Mt. Hawley has no duty to defend or indemnify Zita's in connection with that certain July 25, 2021 shooting incident and subsequent related action captioned David Josenvile v. Zita's Enterprise, Inc., et al., Florida Circuit Court, Orange Co., Case No. 2022-CS-001204-O. The Clerk of Court is respectfully directed to terminate the motion pending at ECF No. 11 and close this case.

Dated: June 5, 2023

  
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HON. RONNIE ABRAMS, U.S.D.J.